FILE 1711

Contract No. 36
Agreement
M.H. Beardsley
Thistle, Utah - Hotel & Eating House.

G.S.L.C. Con #36

171

L E A S E.

This agreement, made the_____day of June, 1894. Between the Rio Grande Western Railway Company, party of the first part, and E.H. Beardsley, of Salt Lake City, County of Salt Lake, Territory of Utah, party of the Second part, WITNESSETH:

The party of the first part, grants to the party of the second part, the right to occupy the building of the party of the first part, located at Thistle Station, Utah, and carry on therein the business of a Hotel and Eating House, and Lunch Counter, in a manner satisfactory to the party of the first part.

The party of the second part agrees not to sub-let the aforesaid premises, and the party of the second part further agrees that under no circumstances will he allow the sale of, or sell intoxicating liquors, on said premises to any employe of the Railway Company, but however, this clause shall not debar the party of the second part from selling beer or wine by the bottle to passengers traveling on the Line of railway of the party of the first part, who may order the same for use at meals. In case the party of the second part should be desirous of sub-letting the premises, such sub-lessee shall be satisfactory to the party of the first part of this agreement.

The party of the second part further agrees that he will not hold the party of the first part liable for any damage done to his property by fire or otherwise while occupying the aforesaid premises, and that he will keep the same in a neat and cleanly condition, and at the expiration of this lease, shall turn the said premises over to the party of the first part in good condition, ordinary wear and tare excepted.

Provisions and supplies (which will include furniture and feed for cows furnishing milk for use of Hotel) shall be transported over the line of the party of the first part, free of charge.

Ice, coal, and light will be furnished for the use of the Hotel free, the expense of handling the coal and ice from the premises of the first party to the Hotel Building, shall be borne by the second party.

It is agreed that the party of the second part shall not exceed the following prices for meals; Traveling Public..75¢ a meal, Employes of the Railway Company...25¢ a meal, Meals ordered by the first party for delayed passenger trains...50¢ a meal.

The party of the first part to transport free on its Line of Railway, all help desired to operate the Hotel, and all such help to be furnished with half-rate tickets by the party of the first part, when leaving Thistle Junction, when such concession is requested by the party of the second part.

It is further agreed that this lease shall not in anyway interfere or conflict with the operating of Buffet or Dining Cars on the Line of Railway of the party of the first part.

This lease to cover a period of one year from date, in consideration of a monthly rental to be paid to first party by second party, of Seventy five Dollars ($75:00) per month, payable at expiration of each month.

Failure on the part of the second party to comply and fulfill any or all of the above consitions, shall be considered a forfeiture of this lease and agreement, and the party of the first part shall have license to peaceably re-enter and take possession of said premises without process of law.

IN WITNESS WHEREOF, the parties have hereby set their hands, the _____ day of _____ 1894.

RIO GRANDE WESTERN RAILWAY COMPANY

BY _____
General Superintendent.

WITNESS _____

L E A S E.

This agreement, made the 15th day of June, 1894, between the Rio Grande Western Railway Company, party of the first part, and M. H. Beardsley, of Salt Lake City, County of Salt Lake, Territory of Utah, party of the second part, W I T N E S S E T H :-

The party of the first part grants to the party of the second part the right to occupy the building of the party of the first part, located at Thistle Station, Utah, and carry on therein the business of a Hotel and Eating House and Lunch Counter, in a manner satisfactory to the party of the first part.

The party of the second part agrees not to sub-let the aforesaid premises, and the party of the second part further agrees that under no circumstances will he allow the sale of, or sell intoxicating liquors on said premises to any employe of the Railway Company; but, however, this clause shall not debar the party of the second part from selling beer or wine by the bottle to passengers traveling on the line of Railway of the party of the first part, who may order the same for use at meals. In case the party of the second part should be desirous of sub-letting the premises, such sub-lessee shall be satisfactory to the party of the first part of this agreement.

The party of the second part further agrees that he will not hold the party of the first part liable for any damage done to his property by fire or otherwise while occupying the aforesaid premises, and that he will keep the same in a neat and cleanly condition, and at the expiration of this lease, shall turn the said premises over to the party of the first part in good condition, ordinary wear and tear excepted.

Provisions and supplies (which will include furniture and feed for cows furnishing milk for use of Hotel) shall be transported over the line of the party of the first part free of charge.

Ice, coal and light will be furnished for the use of the Hotel free, the expense of handling the coal and ice from the premises of the

first party to the Hotel Building, shall be borne by the second party.

It is agreed that the party of the second part shall not exceed the following prices for meals; Traveling public, 75¢a meal; Employes of the Railway Company, 25¢ a meal; Meals ordered by the first party for delayed passenger trains, 50¢ a meal.

The party of the first part to transport free on its line of Railway all help desired to operate the hotel and all such help to be furnished with half rate tickets by the party of the first part, when leaving Thistle Junction, when such concession is requested by the party of the second part.

It is further agreed that this lease shall not in anyway interfere or conflict with the operating of Buffet or Dining Cars on the Line of Railway of the party of the first part.

This lease to cover a period of one year from date, in consideration of a monthly rental to be paid to first party by second party of Fifty dollars ($50.00) per month, payable at expiration of each month.

Failure on the part of the second party to comply and fulfill any or all of the above conditions, shall be considered a forfeiture of this lease and agreement, and the party of the first part shall have license to peaceably re-enter and take possession of said premises without process of law.

IN WITNESS WHEREOF, the parties have hereby set their hands, the Third day of September, 1894.

RIO GRANDE WESTERN RAILWAY COMPANY.

By A. E. Welby,
General Superintendent.

M. H. Beardsley.

WITNESS: A. H. Cowie.

OFFICE OF
GENERAL SUPERINTENDENT.

Salt Lake City, Utah,

July 29, 1899.

Mr Theron Geddes,

Auditor, City.

Dear Sir:

I have your letters of July 28th, one in regard to rental of Thistle building, and the other in regard to Green River hotel expenses.

Copy of contract with Mr Russell was mailed you yesterday, which fully covers all points.

Yours truly,

General Superintendent.

ACCOUNTING DEPARTMENT.
THERON GEDDES,
AUDITOR.

Salt Lake City, Utah, July 28th, 1899. 189

Mr. A. E. Welby,

General Supt., Building.

Dear Sir;-

We have been making voucher in favor of W.T.Beardsley for $25.- to help defray expenses of keeping Green River Hotel open. Please advise if this is to be continued, and in whose favor voucher is to be made.

Yours truly,

Theron Geddes

Dic. ERD-CEB.

[illegible] payment of $2500.00 is not intended to cover any articles included in the original inventory, or what might be termed, the inventory of what is the property of the Company.

Yours truly,

General Superintendent.

Rio Grande Western Railway Co.
ACCOUNTING DEPARTMENT.
THERON GEDDES,
AUDITOR.

D

Salt Lake City, Utah, July 28th, 1899. 189

Mr. A. E. Welby,

Gen'l. Supt., Building.

Dear Sir;-

We have been making Bill against W.T.Beardsley for $50.00,less $16.00 for use of Library Rooms, leaving a net Bill of $36.00 for rent of Buildings at Thistle. Please advise if this Bill is to be continued, and is to be made against G.G.Russell?

Yours truly,

Dic. ERD-CEB.

Theron Geddes

payment of $2500.00 is not intended to cover any articles included in the original inventory, or what might be termed, the inventory of what is the property of the Company.

Yours truly,

General Superintendent.

OFFICE OF
GENERAL SUPERINTENDENT.

Salt Lake City, Utah, July 8, 1899.

Mr Theron Geddes,

Auditor, City.

Dear Sir:

Answering your letter of July 8th.

Beg to advise that there are two inventories, one of the original stuff which was in the house, and new inventory, which probably do not conflict. However, if you wish to verify the matter further, it might be well to have one checked against the other, as you have both inventories in your office. The payment of $2500.00 is not intended to cover any articles included in the original inventory, or what might be termed, the inventory of what is the property of the Company.

Yours truly,

General Superintendent.

THERON GEDDES,
AUDITOR.

Salt Lake City, Utah, July 8th, 1899. 189

Mr. A. E. Welby,

General Superintendent,

B u i l d i n g .

Dear Sir;-

Referring to your favor of the 4th, inst., and inclosures, in regard to preparing voucher in favor of G.G.Russell for furniture and fixtures in eating houses at Thistle, Helper, and Green River, and Lunch Counter at Salt Lake Station. Before making voucher, I would like to ask if the furniture and fixtures at Green River Station Eating House, as shown in the Inventory, are not the property of the Rio Grande Western Railway Company. In 1892 we purchased of H.S.Krigbaum all furniture and fixtures then in the Green River Hotel, and to my mind there is a possibility of some of these old fixtures being in the list furnished by Mr. Russell.

For your information, I would advise that we are carrying in our accounts some $1060.00 for value of furniture and fixtures purchased from Mr. Krigbaum in 1892, and if they are not included in the list of articles that are now purchased from Mr Russell, Iwill be much obliged if you will let me know what has become of the furniture and fixtures purchased from Mr. H.S.Krigbaum.

Yours truly,

Theron Geddes

GENERAL SUPERINTENDENT.

Salt Lake City, Utah, July 4, 1899.

Mr Theron Geddes,

Auditor, City.

Dear Sir:

Please prepare voucher payable to G G Russell, covering the purchase of fixtures and furniture, as shown by the accompanying inventory, copy of bill of sale being enclosed.

Yours truly,

General Superintendent.

OFFICE OF
GENERAL SUPERINTENDENT.

Salt Lake City, Utah, July 4, 1899.

Mr W F Colton,

Cashier, City.

Dear Sir:

I enclose herewith bill of sale from G G Russell, together with inventory of furniture and fixtures covered by the same. As soon as Mrs Russell comes in, I will ask her to step into your office and sign.

Voucher will be made to cover the $2500.00.

Yours truly,

General Superintendent.

BILL OF SALE

In consideration of the sum of twenty-five hundred dollars, ($2500.00), the receipt of which is hereby acknowledged, we hereby sell, relinquish and release all our interest in and title to certain furniture, fixtures, etc, as shown on attached inventory, now owned by us, located in what is known as the Rio Grande Western Railway Company's eating houses at the stations of Thistle, Utah County, Utah; Helper, Carbon County, Utah; Green River, Emery County, Utah; and at the lunch counter located in the depot of the above Company at Salt Lake City, Salt Lake County, Utah; to the Rio Grande Western Railway Company; and we hereby warrant the same to be free and clear of any and all encumbrances, whatsoever.

Signed at Salt City, Utah, this July 3rd, 1899.

G G Russell

Witness: A Enoch

trainmen) enclosed in sealed envelope. The exact sending and receiving time, initials of sending and receiving operator, and signal of receiving office, must be entered in proper spaces in every instance.

TELEGRAM.

Time Filed _____ K

Time Delivered _____

	TIME SENT	SENDER	RECEIVER
	K		
REC'V'D FR'M	TIME RECEIVED	SENDER	RECEIVER
	K		

Operators after transmitting telegrams which appear unnecessarily long, or that could have been sent by train mail without prejudice to the Company's interest, are required to attach original message to Form 484 and forward to Superintendent of Telegraph.

TG.DO.Y.

Denver.July 1st,1899.

A.E.Welby.

Salt-Lake City.

Your letter eating houses . If we need extra sleeping rooms at Helper orrery improvement.Also improvement at wallow.Volumetric hold in abeyance until I come out next week.

D.C.Dodge.....3:10 P.M.

Repeat and Return

General Superintendent.

Copy to Mr.Theron Geddes,

Auditor.

W.F.Colton,

Cashier.

C.M.Campbell,

Route Agt.

GENERAL SUPERINTENDENT.

Salt Lake City, Utah, June 30th, 1899.

Mr.S.J.Henry,

Gen.Frgt.Agt. City.

Mr.C.H.Young,

Supt.Wells Fargo Express Co. Denver,Colo.

Gentlemen;-

Commencing July 1st,Mr.J.K.Russell,will operate the eating houses on this line,viz.;Salt Lake,Thistle,Helper and Green River,in the place of Mr.W.T.Beardsley. Will you please arrange to have free rates applied on all shipments in the name of J.K.Russell in the future. The same to be in force until otherwise advised.

Yours truly,

General Superintendent.

Copy to Mr.Theron Geddes,

Auditor.

W.F.Colton,

Cashier.

C.M.Campbell,

Route Agt.

Mr A E W:

Mr Kramer advises that Mr J K Russell of Montrose, will take charge of eating houses to succeed Mr Beardsley. In addition to the points already covered by agreement with Beardsley, the following provisions will be included:

Russell to pay $50.00 per month for rental of all eating house.

Russell to pay 25% of the net profits. The method of keeping the accounts and examination of same, must be satisfactory to the Railway Company.

The Railway Company to outfit all the houses.

Lease to be for one year, subject to revision and modification

Russell to renew all furniture and fixtures.

W. D. Beardsley is out of town

Yours truly

R. K. Hardy Agent

THE GREAT SALT LAKE ROUTE WESTERN RAILWAY

Keeparet June 16 1899

M. E. Kelley
Genl Supt Salt Lake

Dear Sir

Referring to yours attached
I shall today delivered to W. S.
Sheridan M Beardsley Clerks
the notices addressed to W. J.
and M. H. Beardsley to vacate
Company Eating Houses
W. D. Beardsley is out of town

Yours truly
R. K. Hardy Agent

OFFICE OF
GENERAL SUPERINTENDENT.

Salt Lake City, Utah, June 15, 1899.

Mr R K Hardy,

Agent, Helper.

Dear Sir:

I enclose you separate notices addressed to W T and M H Beardsley, to vacate company eating houses.

Please deliver these personally to Mr Beardsley, or in his absence, to the clerk in charge at Helper, advising when done.

Yours truly,

A. E. Kelby

General Superintendent.

OFFICE OF
GENERAL SUPERINTENDENT.

Salt Lake City, Utah,

June 15, 1899.

Mr R K Hardy,

Agent, Helper.

Dear Sir:

I enclose you notices addressed to W T and M H Beardsley, to vacate company eating houses.

Please deliver these in person to the clerk in charge at Helper.

Yours truly,

General Superintendent.

Salt Lake City, Utah, June 15, 1899.

To M H Beardsley:

You are notified that the leases to you of the hotel, eating house and lunch counter buildings, at Green River, Helper and Thistle Stations, all in the State of Utah, and the lunch counter in the depot building at Salt Lake City, Utah; which premises are now occupied by you, and your right to occupy said premises, will terminate on the 15th day of July, 1899, and you are notified to remove from and surrender the premises on or before said date.

THE RIO GRANDE WESTERN RAILWAY COMPANY,

By_____
Its General Superintendent

Salt Lake City, Utah, June 15, 1899

To W. T. Beardsley:

You are notified that the leases to you of the hotel, eating house and lunch counter buildings, at Green River, Helper and Thistle Stations, all in the State of Utah, and the lunch counter in the depot at Salt Lake City, Utah, which premises are now occupied by you, and your right to occupy said premises, will terminate on the 15th day of July, 1899, and you are notified to remove from and surrender the premises on or before said date.

THE RIO GRANDE WESTERN RAILWAY COMPANY,

By_____
Its General Superintendent

G.S.L.C. Corr #36

Form 701 40m 10 98

THE RIO GRANDE GREAT SALT LAKE ROUTE WESTERN RAILWAY

June 15" 1899

J. D. Esp

Those notices to Beardsley should be served by some one leaving copy in person + also by mailing copy.

See Sec 3578 Par. 2 + 3 Revised Statutes Utah

A.M.H.

the first part, who may order the same for use as above.
of the second part should be desirous of sub-letting the premises, such
sub-lessee shall be satisfactory to the party of the first part of this
agreement.

The party of the second part further agrees that he will not
hold the party of the first part liable for any damage done to his property
by fire or otherwise while occupying the aforesaid premises, and that he
in a neat and cleanly condition, and at the expiration

To W T Beardsley and M H Beardsley.

You are notified that the lease to you of the hotel, eating house and lunch counter building at Thistle _____, in the county of Utah, State of Utah, which premises are now occupied by you, and your and each of your right to occupy said premises, will terminate on the 15th day of July, 1899, and you are notified to remove from and surrender the premises on or before said date.

THE RIO GRANDE WESTERN RAILWAY COMPANY,

By_____
Its General Superintendent

This notice must be served 15 days at least before the end of same month of the lease. In the Thistle case, the lease is dated the 15th of June, and the notice must be served to terminate it on the 15th of July. It may be served personally or if he is absent from his usual place of business by leaving it with some person of suitable age and discretion, at his residence or usual place of business, and by mailing a copy to him at his usual place of business or residence.

T. W. T. Beardsley and M. H. Beardsley

d, 1899.

50.00 each

You are notified that the lease to you of the Hotel, Eating house & Lunch Counter building at Thistle _____ in the County of Utah State of Utah, which premises are now occupied by you, and your and each of your right to occupy said premises will terminate on the 15th day of July 1899. and you are notified to remove from and surrender the premises on or before said date.

The Rio Grande Western Railway Co

By _____

General Superintendent

Carbella Same
Utah
Spanish Fork

This notice must be served 15 days, at least, before the end of some month of the lease. In the Thistle case the lease is dated the 15th of June and the ~~notice~~ notice must be served ~~at~~ to terminate it from the 15th ~~end of~~ July. It may be served personally or if he is absent from his usual

place of business by leaving it with some person of suitable age and discretion at his residence or usual place of business, and by mailing a copy to him at his usual place of business or residence

~~If his residence or place of~~

Judge H.
Copy letter sent
on both Beardsley
& Mott.

438

Rio Grande Western Railway Co.

OFFICE OF
GENERAL SUPERINTENDENT.

Salt Lake City, Utah, June 2nd, 1899.

MEMORANDUM:--

Rental of Hotel at Thistle has always been $50.00 per month. Commencing July, 1896 there was a deductin made each month of $14.00 for the two rooms for Library.

M. H. Beardsley to me.
I beg to suggest that I would be willing to enter into a regular contract with the Rio Grande Western could be made to cover in detail the entire operations of the hotels and lunch counters.

Respectfully,
M H Beardsley

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Meal Table, and under no circumstances whatever will any kind of liquor be sold to employes, whether at Dining Table or not.

The Hotels to be conducted in a manner satisfactory to the Railway Company.

Term of this agreement to be one year from ensuing business

A.J.

When was the
Rent Thistle Hotel 1898 189
Reduced to $50
less 14.00 = $36

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an assignment of the same from
M. H. Beardsley to me.

I beg to suggest that I would be willing to enter into a regular contract with the Ry. Co. which could be made to cover in detail the entire operations of the hotels and lunch counters.

Respectfully,
M. H. Beardsley

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Meal Table, and under no circumstances whatever will any kind of liquor be sold to employes, whether at Dining Table or not.

The Hotels to be conducted in a manner satisfactory to the Railway Company.

Term of this agreement to be one year from aforesaid date.

GREEN RIVER HOTEL. HELPER HOTEL.

THE RIO GRANDE GREAT SALT LAKE ROUTE WESTERN RAILWAY

THISTLE JUNCTION HOTEL. UTAH LUNCH COUNTER, SALT LAKE DEPOT.

DINING AND LUNCH STATIONS.

W. T. BEARDSLEY, PROP.

Helper, Dec. 8th 1898. 189

Mr. A. E. Kelby,
General Superintendent D. & R. G. R'y.
Salt Lake City, Utah.

Dear Sir:

I have the honor to hand you herewith memorandum of agreement covering the operations of the hotels on the D. & R. G. R'y. together with an assignment of the same from W. T. Beardsley to me.

I beg to suggest that I would be willing to enter into a regular contract with the D. & R. G. R'y, which could be made to cover in detail the entire operations of the hotels and lunch counters.

Respectfully,
W. T. Beardsley

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Meal Table, and under no circumstances whatever will any kind of liquor be sold to employes, whether at Dining Table or not.

The Hotels to be conducted in a manner satisfactory to the Railway Company.

Term of this agreement to be one year from aforesaid business

I Hereby Assigne and transfer to Willis T. Bradley. all rights and Claims that I have in the Lease of Eating Houses and Lunch Counters of R G W Ry Co. at Green River. Helper. Thistle Jct. and Salt Lake

Helper Sept 1st 1898

H H Bradley

Green River;

The Companys buildings, furniture, and fixtures, to be properly cared for and kept in good condition, natural tear and wear considered.

Ice, Coal, and light will be furnished free at Helper and Green River, and for the Hotel at Castilla Springs. The expense of handling coal from the Company Coal Bins or Cars, to Hotels, will be borne by you, and the same to apply to Ice.

Employes going to work at such Hotels will be passed in free.

Supplies for the Hotels to be carried by freight and express free including Hay for Cows furnishing milk for the respective hotels.

Rates to be charged; Passengers not to exceed 75¢ and Employes of the Railway, 25¢ a meal, and meals ordered by the Company for passengers on delayed trains, to beat the rate of 50¢ a meal.

Bottled Wine and Beer can be furnished only to passengers at the Meal Table, and under no circumstances whatever will any kind of liquor be sold to employes, whether at Dining Table or not.

The Hotels to be conducted in a manner satisfactory to the Railway Company.

No.2.

Nov.14th,1893.

--R.G.W.Eating Houses.--

Mr.H.M.Beardsley,

Salt Lake City,Utah.

Dear Sir;

The following are conditions for operating the Eating Houses on the Rio Grande Western Western Ry, namely; Castilla Springs, Helper, and Green River;

The Companys buildings,furniture,and fixtures,to be properly cared for and kept in good condition,natural tear and wear considered.

Ice,Coal,and light will be furnished free at Helper and Green River,and for the Hotel at Castilla Springs. The expense of handling coal from the Company Coal Bins or Cars,to Hotels,will be borne by you, and the same to apply to Ice.

Employes going to work at such Hotels will be passed in free.

Supplies for the Hotels to be carried by freight and express free including Hay for Cows furnishing milk for the respective hotels.

Rates to be charged; Passengers not to exceed 75¢ and Employes of the Railway, 25¢ a mal, and meals ordered by the Company for passengers on delayed trains,to beat the rate of 50¢ a meal.

Bottled Wine and Beer can be furnished only to passengers at the Meal Table,and under no circumstances whatever will any kind of liquor be sold to employes,whether at Dining Table or not.

The Hotels to be conducted in a manner satisfactory to the Railway Company.

Term of this agreement to be one year from date,with privilege

of two years,upon sixty days written notice of intention,prior to the expiration of this agreement,and it is understood that the foregoing shall not in anyway conflict with the operating of Buffet or Dining Cars.

Yours truly,

General Superintendent.

LEASE.

No.2.

of two years, upon sixty days written notice of intention, prior to the expiration of this agreement, and it is understood that the foregoing shall not in anyway conflict with the Operating of Buffet or Dining Cars.

Yours truly,

C. E. Loose

General Superintendent.

No. 56

M.H.Beardsley,

Hotel & Eating House,

Thistle, Utah.